

REMARKS/ARGUMENTS

The Applicants have carefully considered this application in connection with the Examiner's Action and respectfully request reconsideration of this application in view of the foregoing amendment and the following remarks.

The Applicants originally submitted Claims 1-18 in the application. Claims 6-18 were withdrawn pursuant to a restriction requirement. Claim 5 was amended in a previous response. Claim 1 has been amended in the present response. Accordingly, Claims 1-5 are currently pending in the application.

I. Rejection of Claims 1-5 under 35 U.S.C. § 103

The Examiner has rejected Claims 1-5 under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 5,986,811 to Wohlstadter. The Applicants respectfully traverse the Examiner's rejection, because Wohlstadter fails to teach or suggest each and every limitation of independent Claim 1.

As an initial matter, Wohlstadter does not teach or suggest a micro-lens comprising hydrogel. The Examiner looks to column 2, lines 55-63 to support his assertion that Wohlstadter teaches this element of Claim 1. (*See* February 22 Office Action, page 2.) While this passage teaches a hydrophilic monomer, one of ordinary skill in the art appreciates that a hydrophilic monomer does not necessarily result in a hydrophilic polymer, as the Examiner appears to assert. (*See id.*) Moreover, because this passage of Wohlstadter is concerned with self-assembly of monomers on hydrophilic domains of a surface, it is unnecessary that a resulting polymer be hydrophilic. Thus, there is no suggestion that the polymer is hydrophilic. Furthermore, even if the cited passage were to

teach or suggest a hydrophilic polymer, while maintaining it does not, there is still no teaching or suggestion of a hydrogel. A hydrogel is a three-dimensional, cross-linked network. (See Specification, page 4, lines 26-28.) There is simply no teaching or suggestion in the cited passage of a three-dimensional, cross-linked network. Thus, the cited passage fails to teach or suggest a micro-lens comprising hydrogel.

Next, Wohlstadter does not teach or suggest that hydrogel “significantly swells or contracts” in response to an environmental condition. The Examiner cites FIG. 4(a)-4(c) as teaching this element, but this is incorrect. FIG. 4(a)-4(c) teaches a liquid lens deformed by an applied electrostatic field. (See column 4, lines 14-23.) But one of ordinary skill in the art understands that a liquid lens is not a hydrogel lens, and deformation does not necessarily include swelling or contracting. Specifically, Wohlstadter teaches “the shape of the liquid lens 52 can be changed.” (Column 4, lines 24-24.) But this does not teach “significantly swells or contracts” as recited in Claim 1. Thus, Wohlstadter does not teach this element. Moreover, Wohlstadter teaches that “polymers have been used to make *stable* micro-lenses.” (Col. 2, line 56, Emphasis added.) Lenses that significantly swell or contract are not stable. Therefore, Wohlstadter does not suggest “significantly swells or contracts.”

Finally, Wohlstadter does not teach a substrate comprising hydrogel. The Examiner concedes that Wohlstadter fails to “explicitly teach the substrate is made of hydrogel.” (Office Action, page 2.) The Examiner cites column 4, lines 7-8 for its teaching that “[t]he cohesive and adhesive properties of liquid lens 52 can be adjusted by varying the chemistry of the liquid material, and by varying the chemistry of surface 54.” The Examiner states that “the office interprets the use of the

hydrophilic polymer to be included in the varied material.” (Id., page 3). The Applicants respectfully disagree, because varying the chemistry of a surface may be accomplished by many techniques, such as plasma surface treatment. But even if the cited passage were to a hydrophilic polymer, such a teaching would not teach a hydrogel, under reasoning similar to that set forth above with respect to lenses. Indeed, this cited portion is so vague and general with respect to the substrate chemistry that it utterly fails to suggest a substrate comprising hydrogel. It is well-established that a *prima facie* case of obvious must include a prior art teaching for each element of the invention. Since the Office Action has not cited prior art for the hydrogel feature, the Examiner’s application of Wohlstadter does not establish a *prima facie* case of obviousness of Claim 1.

Due to the absence of a case of *prima facie* obviousness of Claim 1, Claims 1-5 are allowable. Accordingly, the Applicants respectfully request that the Examiner withdraw the rejection of Claims 1-5 under 35 U.S.C § 103(a) and allow issuance thereof.

II. Conclusion

In view of the foregoing amendment and remarks, the Applicants now see all of the Claims currently pending in this application to be in condition for allowance and therefore earnestly solicit a Notice of Allowance for Claims 1-5.

The Applicants request the Examiner to telephone the undersigned attorney of record at (972) 480-8800 if such would further or expedite the prosecution of the present application. The Commissioner is hereby authorized to charge any fees, credits or overpayments to Deposit Account 08-2395.

Respectfully submitted,

HITT GAINES, PC

A handwritten signature in black ink, appearing to read "D. Hitt", is written over a horizontal line. The signature is stylized with a large loop at the beginning and a long horizontal stroke at the end.

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